

Massachusetts Residential Lease Agreement

This Lease Agreement (the "Agreement") is made and entered on SEPTEMBER 23, 2019 (the "Effective Date") by and between **WEST POINT REALTY DEVELOPMENT LLC** (the "Landlord") and the following tenants: **"RESIDENT NAMES"** (The "Tenant").

Subject to the terms and conditions stated below the parties agree as follows:

1. Property. Landlord, in consideration of the lease payments provided in this Agreement, leases to Tenant a apartment, located at **"ADDRESS"**, Bridgewater, Massachusetts 02324 (the "Property"). No other portion of the building wherein the Property is located is included unless expressly provided for in this Agreement.

2. Term. This Agreement will begin on **"DATE"** (the "Start Date") and will terminate on **"DATE"** (the "Termination Date").

Tenant will vacate the Property upon termination of the Agreement, unless: (i) Landlord and Tenant have extended this Agreement in writing or signed a new agreement; (ii) mandated by local rent control law; or (iii) Landlord accepts Rent from Tenant (other than past due Rent), in which case a month-to-month tenancy will be created which either party may terminate by Tenant giving Landlord written notice of at least 30 days prior to the desired termination date, or by Landlord giving Tenant written notice as provided by law. Rent will be at a rate agreed to by Landlord and Tenant, or as allowed by law. All other terms and conditions of this Agreement will remain in full force and effect.

3. Management. The Tenant is hereby notified that **CLIFF** is the property manager of the Property. Should the Tenant have any issues or concerns, the Tenant may contact **CLIFF OR CANDICE** by one of the methods below:

Telephone: 781-927-5099, 855-429-2787

4. Rent. Tenant will pay to Landlord rent in the amount of \$ **AMOUNT** (the "Rent"), payable in advance on the 1st day of each month and is delinquent on the next day. If that day falls on a weekend or legal holiday, the rent is due on the next business day. There will be no rent increases through the initial term of the lease.

Payments should be sent to: West Point Realty Development LLC
Payment address: 51 Thorny Meadow Way
Hanover, MA 02339

Payments can be made by using one of the following methods of payment:

- Personal check
- Money order
- Cashier's check

Tenant agrees to submit rent payments by one of the methods above. In the event of roommates, or another form of joint or multiple occupancy, Tenant will be responsible for collecting payment from all

parties and submitting a single payment to Landlord. Tenant is responsible for any payment made by mail and not received by the due date stated herein. Mailed payments must be received on or before the due date. Rent payments for any partial month will be pro-rated at the rate of 1/30th of the monthly rent payment per day.

5. Security Deposit. On _____, 2020, Tenant must pay to Landlord a security deposit in the amount of \$ (the "Security Deposit"). Landlord may use therefrom such amounts as are reasonably necessary to remedy Tenants' default in the payment of rent, repair damages to the Property exclusive of ordinary wear and tear, and to clean the Property if necessary.

In accordance with Massachusetts General Law ch.186, § 15B, the Security Deposit collected will be held in a separate, interest-bearing account below:

Deposit amount: \$ AMOUNT

Landlord will submit to the Tenant a separate written statement of the current condition of the Property, as required by law, and that, if the Tenant disagrees with the owner's statement of condition, he/she must attach a separate list of any damage existing on the Property and return the statement to the Landlord. For more information, refer to the Statement of Condition of Property clause below.

Landlord must, within thirty (30) days after the end of the tenancy, return to Tenant the security deposit, with interest, less lawful deductions as provided in M.G.L. c. 186, s. 15B. If Landlord deducts for damage to the property, Landlord will provide to the Tenant, an itemized list of such damage, and written evidence indicating the actual or estimated cost of repairs necessary to correct such damage. No amount will be deducted from the Security Deposit for any damage which was listed in the separate written statement of present condition or any damage listed in any separate list submitted by the Tenant and signed by Landlord or his agent. If Landlord transfers the Tenant's dwelling unit, Landlord will transfer the Security Deposit, with any accrued interest, to the Landlords successor in interest for the benefit of the Tenant.

6. Non-Sufficient Funds. Tenant will be charged a monetary fee of \$50.00 as reimbursement of the expenses incurred by Landlord for each check that is returned to Landlord for lack of sufficient funds. In addition, a check returned due to insufficient funds will be subject to any and all late payments provisions included in this Agreement (if any). All charges will be immediately due from Tenant and failure to make immediate payment will constitute a default under the terms of this Agreement.

Landlord reserves the right to demand future payments by cashier's check, money order or certified funds on all future payments in the event of a check returned for insufficient funds. Nothing in this paragraph limits other remedies available to the Landlord as a payee of a dishonored check. Landlord and Tenant agree that three (3) returned checks in any 12-month period constitutes frequent return of checks due to insufficient funds and may be considered a just cause for eviction.

7. Late Payments. In the event that any payment required to be paid hereunder by Tenant is not made within ten (10) days of when due, Tenant will pay to Landlord, in addition to such payment or other charges due hereunder, a "late fee" in the amount of \$100.00.

8. Statement of Condition of Property. Within ten (10) days after receipt of the Security Deposit, Landlord will give to Tenant a written Inspection Checklist and Statement of Condition. If Tenant disagrees with the Statement of Condition, Tenant must attach a separate list of any damage existing on the Property and return the statement to Landlord. Within fifteen (15) days of receiving the list, Landlord will either agree with the list and sign the list, indicating that both Landlord and Tenant agree with it, or deliver to Tenant a statement that will be attached to a copy of the list which clearly states Landlord's disagreement with Tenant's list.

9. Failure to Pay. Tenant is hereby notified that a negative credit report reflecting on Tenant's credit history may be submitted to a credit reporting agency if Tenant fails to fulfill the terms of their credit obligations, such as their financial obligations under the terms of this Agreement.

10. Occupants. The only persons who may live on the Property during the term of this Agreement are:

SEE PAGE ONE

11. Possession. Tenant will be entitled to possession of the Property on the first day of the term of this Agreement, and will yield possession to Landlord on the last day of the term of this Agreement, unless otherwise agreed by both parties in writing. The Tenant will maintain the Property in a clean and neat condition and at all times comply with an occupant's obligations under Article II of the Massachusetts State Sanitary Code. At the expiration of the term, Tenant will remove its goods and effects and peaceably yield up the Property to Landlord in as good a condition as when delivered to Tenant, ordinary wear and tear excepted.

12. Use of Property/Absences. Tenant will occupy and use the Property as a full-time residential dwelling unit. Tenant will notify Landlord of any anticipated extended absence from the Property not later than the first day of the extended absence.

No retail, commercial or professional use of the Property is allowed unless the Tenant receives prior written consent of the Landlord and such use conforms to applicable zoning laws. In such case, Landlord may require Tenant to obtain liability insurance for the benefit of Landlord. Landlord reserves the right to refuse to consent to such use in its sole and absolute discretion.

The failure to abide by the provisions of this section will constitute a material breach of this Agreement and is a just cause for eviction.

13. Insurance. The Tenant shall have the obligation to procure and maintain any insurance covering personal property of Tenant from fire or other casualty. If the Premises is in a multi-unit residential dwelling, the Landlord will provide insurance coverage up to \$750 to cover the actual cost of relocation if the Tenant is displaced by fire or fire damage, pursuant to applicable law.

14. Appliances. The following appliances will be provided by Landlord:

- Stove
- Refrigerator
- Dishwasher
- Microwave oven
- Washer
- Dryer

Tenant will return all such items at the end of the term in a condition as good as existed at the beginning of the lease term, normal wear and tear excepted.

15. Storage. No additional storage space on the Property is authorized, permitted or provided. Any personal property stored in the common areas of the Property will be removed without notice.

16. Parking. Tenant is permitted parking as follows: **"#” PARKING SPOTS, UNASSIGNED**

The assigned parking is to be used for parking properly licensed and operable motor vehicles, except for trailers, boats, campers, buses or trucks. Tenant will park in assigned space(s) only. Parking space(s) must be kept clean at all times. Vehicles leaking oil, gas, or other motor vehicle fluids will not be parked on the Property. Mechanical work or storage of inoperable vehicles is not permitted in parking space(s) or elsewhere on the Property.

17. Pets. No pets, dogs, cats, birds or other animals are allowed on or about the Property, without Landlord's prior written consent, excepting guide, service, or signal dogs. Strays must not be kept or fed in or around the Property. If a pet has been on or allowed on the Property, even temporarily (with or without the Landlord's permission) Tenant may be charged for cleaning, de-fleaing, deodorizing, shampooing, or replacing any portion of the Property.

18. Keys and Locks. Tenant will be given a set number of keys for the Property. If all keys are not returned to Landlord following termination of the Agreement, Tenant will be charged a monetary fee to replace the keys. If a security deposit was collected by the Landlord at the time of signing this Agreement, then such amount will be subtracted from the Security Deposit. Tenant is not permitted to change any lock or place additional locking devices on any door or window of the Property without Landlord's approval prior to installation. If allowed, Tenant must provide Landlord with keys to any changed lock immediately upon installation.

19. Smoking. Smoking is prohibited in any area in or on the Property, both private and common, whether enclosed or outdoors. This policy applies to all owners, tenants, guests, employees, and servicepersons. The Tenant will be liable for any damages caused to the Property due to Tenant or Tenant's visitors or guests smoking in or on the Property. Any violation of this policy will be seen as a breach of this Agreement and Landlord will be entitled to all remedies allowable by law including eviction.

20. Maintenance and Repairs. Landlord agrees to maintain the Property in a structurally sound condition and to otherwise comply with an Owner's obligations under Article II of the Massachusetts State Sanitary Code. Landlord will have the responsibility to maintain the Property in good repair at all times and perform all repairs necessary to satisfy any implied warranty of habitability. Except in an emergency, all maintenance and repair requests must be made in writing and delivered to Landlord or property manager. A repair request will be deemed permission for the Landlord or property manager to enter the Property to perform such maintenance or repairs in accordance with this Agreement unless otherwise specifically requested, in writing, by Tenant. Tenant may not place any unreasonable restrictions upon Landlord or property manager's access or entry. Landlord will have expectation that the Property is in a safe and habitable condition upon entry

21. Utilities and Services. The Landlord shall pay all charges for water and shall reasonably supply hot water and heat (except to the extent that fuel for heat is separately metered to the Premises) during heating season, as required by applicable law or code. The Tenant agrees to act reasonably to avoid wasting of water, heating fuel or other utilities for which Landlord has agreed to pay.

Payment for the utilities listed shall be made by:

Fuel for Heat:	Landlord	<input type="checkbox"/>	Tenant	<input type="checkbox"/>	<i>(check applicable box)</i>
Fuel for Hot Water:	Landlord	<input type="checkbox"/>	Tenant	<input type="checkbox"/>	<i>(check applicable box)</i>
Electricity:	Landlord	<input type="checkbox"/>	Tenant	<input type="checkbox"/>	<i>(check applicable box)</i>
Gas:	Landlord	<input type="checkbox"/>	Tenant	<input type="checkbox"/>	<i>(check applicable box)</i>
Water:	Landlord	<input type="checkbox"/>	Tenant	<input type="checkbox"/>	<i>(check applicable box)</i>

[Note: fuel, electricity, gas and other utilities may be billed to Tenant only where separately metered]

22. Default. Tenant will be in default of this Agreement if Tenant fails to comply with any material provisions of this Agreement by which Tenant is bound. Subject to any governing provisions of law to the contrary, if Tenant fails to cure any financial obligation (or any other obligation) after written notice of such default is provided by Landlord to Tenant, Landlord may elect to cure such default and the cost of such action will be added to Tenant's financial obligations under this Agreement. All sums of money or charges required to be paid by Tenant under this Agreement will be additional rent, whether or not such sums or charges are designated as "additional rent." The rights provided by this paragraph are cumulative in nature and are in addition to any other rights afforded by law.

23. Notification of Termination. Landlord shall not terminate this lease except for serious or repeated breach of tenant's obligations hereunder. In cases of nonpayment of rent, Landlord may terminate the tenancy by a 14-day written notice to vacate. In all other cases, Landlord may terminate the tenancy by a 30-day written notice to vacate. Notwithstanding the foregoing, the Landlord may immediately terminate this Lease for any act or conduct of the Tenant, household member or guest which entitles the Landlord to evict or enjoin the Tenant under Massachusetts General Laws, Chapter 139, Section 19.

24. Condition of Property. Tenant stipulates, represents and warrants that Tenant has examined the Property, and that they are at the time of this Agreement in good order, repair, and in a safe, clean and tenantable condition.

25. Alterations and Improvements. Tenant will make no alterations to the buildings or improvements to the Property or construct any building or make any other improvements on the Property without the prior written consent of Landlord. Any and all alterations, changes, and/or improvements built, constructed or placed on the Property by Tenant will, unless otherwise provided by written agreement between Landlord and Tenant, be and become the property of Landlord and remain on the Property at the expiration or earlier termination of this Agreement.

26. Hazardous Materials. Tenant will not keep on the Property any item of a dangerous, flammable or explosive character that might unreasonably increase the danger of fire or explosion on the Property or that might be considered hazardous or extra hazardous by any responsible insurance company.

27. Damage to Property. If the Property is damaged or destroyed as to render it uninhabitable, then either Landlord or Tenant will have the right to terminate this Agreement as of the date on which such damage occurs, through written notice to the other party to be given within 20 days of occurrence of such damage. However, if such damage should occur as the result of the conduct or negligence of Tenants or Tenants' guests or invitees, Landlord will have the right to termination and Tenants will be responsible for all losses, including, but not limited to, damage and repair costs as well as loss of rental income.

28. Landlord Access to Property. Landlord and Landlord's agents will have the right at all reasonable times during the term of this Agreement and any renewal thereof to enter the Property for the purpose of inspecting the Property and all buildings and improvements thereon. Tenant will make the Property available to Landlord or Landlord's agents for the purposes of making repairs or improvements, or to supply agreed services or show the Property to prospective buyers or tenants, or in case of emergency. Except in case of emergency, Landlord will give Tenant reasonable notice of intent to enter. For these purposes, twenty-four (24) hour written notice will be deemed reasonable.

29. Indemnity Regarding Use of Property. To the extent permitted by law, Tenant agrees to indemnify, hold harmless, and defend Landlord from and against any and all losses, claims, liabilities, and expenses, including reasonable attorney fees, if any, which Landlord may suffer or incur in connection with Tenant's possession, use or misuse of the Property, except Landlord's act or negligence. Tenant hereby expressly releases Landlord and/or agent from any and all liability for loss or damage to Tenant's property or effects whether on the Property, garage, storerooms or any other location in or about the Property, arising out of any cause whatsoever, including but not limited to rain, plumbing leakage, fire or theft, except in the case that such damage has been adjudged to be the result of the gross negligence of Landlord, Landlord's employees, heirs, successors, assignees and/or agents.

30. Attorney's Fees. In the event that the Landlord reasonably requires services of an attorney to enforce the terms of the Lease or to seek to recover possession or damages, the Tenant shall pay the Landlord the reasonable attorneys' fee incurred and all costs, whether or not a summary process action or other civil action is commenced or judgement is obtained.

31. Accommodation. Landlord agrees to and is committed to complying with all applicable laws providing equal housing opportunities. To ensure compliance, Landlord will make reasonable accommodations for the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or a tenant, unless undue hardship would result. It is the applicant or tenants responsibility to make Landlord aware of any required accommodation. In writing, the individual with the disability should specify the nature and effect of the disability and any accommodation he or she needs. If after thoughtful consideration and evaluation, the accommodation is reasonable and will not impose an undue hardship, Landlord will make the accommodation. Landlord reserves the right to require appropriate medical verification of the disability.

32. Compliance with Regulations. Tenant will promptly comply with all laws, ordinances, requirements and regulations of the federal, state, county, municipal and other authorities, and the fire insurance underwriters. However, Tenant will not by this provision be required to make alterations to the exterior of the building or alterations of a structural nature.

33. Mechanics Liens. Neither Tenant nor anyone claiming through the Tenant will have the right to file mechanics liens or any other kind of lien on the Property and the filing of this Agreement constitutes notice that such liens are invalid. Further, Tenant agrees to (1) give actual advance notice to any contractors, subcontractors or suppliers of goods, labor, or services that such liens will not be valid, and (2) take whatever additional steps that are necessary in order to keep the Property free of all liens resulting from construction done by or for the Tenant.

34. Subordination of Lease. This Agreement is subordinate to any mortgage that now exists, or may be given later by Landlord, with respect to the Property.

35. Assignment and Subletting. Tenant may not assign or sublease any interest in the Property, nor assign, mortgage or pledge this Agreement. This is a blanket prohibition, meaning no replacement tenant(s) will be permitted and no additional tenant or occupant will be allowed on the Property even if a Tenant leaves the Property. This prohibition applies to each and every term of this Agreement in regard to space leased to Tenant. Any waiver of this prohibition must be secured from the Landlord in writing. In the event the prohibition is invalidated or lifted, Tenant, Landlord and any subtenant or assignee agrees to be bound by each and every provision contained in this Agreement.

36. Notice. Notice under this Agreement will not be deemed valid unless given or served in writing and forwarded by mail, postage prepaid, addressed to the party at the appropriate address set forth below. Such addresses may be changed from time to time by either party by providing notice as set forth below. Notices mailed in accordance with these provisions will be deemed received on the third day after posting.

37. Governing Law. This Agreement will be governed, construed and interpreted by, through and under the Laws of the Commonwealth of Massachusetts.

38. Waiver and Severability. The failure of either party to enforce any provisions of this Agreement will not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement. If any provision of this Agreement or the application thereof will, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this Agreement nor the application of the provision to other persons, entities or circumstances will be affected thereby, but instead will be enforced to the maximum extent permitted by law.

39. Time of Essence. Time is of the essence with respect to the execution of this Lease Agreement.

40. Entire Agreement. This document constitutes the entire Agreement between the Tenant and Landlord. This Agreement cannot be modified except in writing and must be signed by all parties. Neither Landlord nor Tenant have made any promises or representations, other than those set forth in this Agreement and those implied by law. The failure of Tenant or its guests or invitees to comply with any term of this Agreement is grounds for termination of the tenancy, with appropriate notice to Tenants and procedures as required by law.

41. Application. Tenant represents and warrants that all statements in Tenant's rental application are accurate. Any misrepresentations will be considered a material breach of this Agreement and may subject Tenant to eviction. Tenant authorizes Landlord and any broker to obtain Tenant's credit report periodically during the tenancy in connection with the modification or enforcement of this Lease. Landlord reserves the right to terminate this Agreement (i) before occupancy begins, (ii) upon disapproval of the credit report(s), or (iii) at any time, upon discovering that information in Tenant's application is false.

42. Binding Effect. The provisions of this Agreement will be binding upon and inure to the benefit of parties and their respective legal representatives, successors and assigns.

43. Additional Provisions.

- All provisions of the attached lease addendum.
- One co-signer/guarantor is required for each tenant in Guarantee section below (one signature page per tenant).
- Tenants agree to take ownership of all Tenant-paid utilities, for the full duration of the lease, and pay all bills in full each month. Landlord is not responsible for utilities being shut off or disconnected.

IN WITNESS WHEREOF, the Landlord, Tenant and Guarantor have executed this Agreement in the manner prescribed by law as of the Effective Date. Upon signing, this document will become a legally binding agreement. If not understood, seek advice from an attorney.

LANDLORD:

_____ Date: _____

TENANT:

_____ Date: _____

GUARANTOR:

_____ Date: _____

Witness:

(Print Name)

(Sign)

(Date)

WEST POINT REALTY - LEASE ADDENDUM

- 1) **PETS:** The Lessee shall be permitted to bring a Service Animal into the Premises according to the provisions of state and federal anti-discrimination laws but must provide written notice and accompanying documentation to Lessor (or Agent). Except as provided above, all other pets and animals are not permitted inside any part of the building or on any part of the property.
- 2) **NOISE / PARTIES:** Noises (music, parties, TV, talking, vehicles, etc.) that disturb any neighbor, tenant, or violate Bridgewater's noise ordinance are not permitted. Any party or gathering that causes a police visit will result in a \$500 noise violation fee due within 14 days. Any party or gathering that causes a police visit for a second time will result in another \$500 noise violation fee due within 14 days and will be grounds for eviction without exception.
- 3) **CANDLES/INCENTS/SMOKING/VAPING:** Use of incents or candles and any form of smoking/vaping are not permitted inside any area of the building. **Any residual smell of smoke, vape, incents, and/or candles after moving out will result in a forfeiture of the full security deposit.**
- 4) **ILLEGAL SUBSTANCES/ACTIVITIES:** No illegal activities or substances are to be possessed or consumed in any part of the building or on any part of the property.
- 5) **MARIJUANA:** Growing marijuana anywhere in the building or on the property is prohibited.
- 6) **PAINTING:** Lessee(s) are not allowed to paint any ceilings or walls within their unit or the building. Doing so will result in a deduction to your security deposit equal to the cost to repaint.
- 7) **FIXTURES & APPLIANCES:** Do not install, modify, or remove any fixtures or appliances in your unit or any part of the building. This includes, but is not limited to: reconfiguring, disconnecting, or installing any stove, microwave, dishwasher, garbage disposal, sink, toilet, tub, faucet, shower head, radiator, light, vanity, door, washing machine, clothes dryer, furnace, condenser, water heater, pipes, wires, etc. If anything requires inspection or repair, please contact Property Management.
- 8) **EXTERIOR/COMMON AREAS/DECKS:** No upholstered furniture or rugs on the decks, yard, or driveway, including but not limited to: chairs, sofas/couches, loveseats, recliners, beds, mattresses, box springs, bikes, etc.

Do not drill or attach flags, signs, lights, banners, balloons, posters, or written messages, etc. to any part of the building. Satellite dishes are not allowed on any part of the building or property.

Interior and exterior common areas (basement, common areas, yards, sidewalks, driveways, or decks) must be kept clear of trash/debris/personal items. Items stored in these areas without written permission from Lessor will be considered trash and removed without notice.

No loitering in the front of building (steps or sidewalk), in the parking lot, or in the common areas of the building. No partying, sports, or use of yard.

Do not prop or keep open any exterior doors when not actively using the doorway (moving in/out).

- 9) **UNIT CLEANLINESS:** Lessee(s) are responsible for and agree to keeping the leased unit clean and free of trash and debris. If pests (mice, rats, fleas, flies, etc.) become present due to unit conditions, the cost of pest control services within your unit will be deducted from the security deposit.
- 10) **DANGEROUS MATERIALS:** Lessee(s) shall not keep or have on the leased premises any article or thing of a dangerous, inflammable, or explosive character that might unreasonably increase the danger of fire on the leased premises or that might be considered hazardous or extra hazardous by any responsible insurance company.
- 11) **TRASH:** Trash is picked up on a scheduled basis. Do not block the dumpsters or the garbage truck's path to the dumpsters (see PARKING and SNOW REMOVAL clauses). All trash must be placed in the dumpster in a closed/tied bag. Do not store trash anywhere other than in the dumpsters provided. Take trash to the dumpster regularly. Items not picked up by the garbage truck or result in an additional charge to Lessor will be deducted from the Lessee(s)' security deposit.
- 12) **MAINTENANCE:** For any maintenance issues or emergencies with the unit or building, please contact Property Management. If there is an emergency, always call 911 first.
- 13) **CONDITION OF UNIT:** The apartment is leased to you in "as-is" condition and must be returned in the same condition as given, reasonable wear and tear excluded. A statement of condition will be provided to Lessee(s) and must be returned to Lessor or Agent no later than 15 days after the start of the lease term. Failure to return this document within 15 days waives your right to dispute any deductions. It is best to take photos upon move-in of all rooms, fixtures and appliances.
- 14) **GRILLING/FIRES:** Grilling and fires of any kind are not permitted on the property.
- 15) **PARKING:** This Lease includes the exclusive use of _____ off-street parking space(s). Each Lessee must park within the marked lines of their assigned space (parking two or more vehicles in one space is not permitted), so as not to impact trash/snow removal (see TRASH and SNOW REMOVAL clauses) or impact any other vehicle's access. Only the vehicles noted below are permitted to park in their assigned space. **All Lessees will be issued and are required to display a parking permit on their vehicles at all times.** All parking that may be provided is provided at the vehicle owner's own risk. No bailment or bailee custody is intended. Lessor is not responsible for, nor does Lessor assume any liability for damages caused by fire, theft, and casualty or any other cause whatsoever with respect to any care or its contents. All vehicles on the property must be registered and insured. The Lessor, at the expense of the Lessee(s), may remove disabled or unregistered vehicles at any time and without notice. RV's, trailers, motorcycles, or boats shall not be parked or stored anywhere on the premises without written permission from Lessor. Vehicle maintenance is not to be performed on the premises. **Guest/Visitor Parking** is not provided, with the exception of moving in/out or any other written permission from Lessor or Agent. Guests and visitors may not double park, park in tandem, utilize any Lessee parking space in lieu of Lessee(s) vehicles noted below or park on any part of the parking lot. Any vehicle not listed below (or not displaying a valid parking permit tag) will be subject to towing without notice and at the vehicle owner's expense. Please notify Lessor/Agent/Property Manager of any vehicle changes. **NO PARKING ON ANY LAWN AREA OR YOU WILL BE TOWED WITHOUT NOTICE.**

Lessee #1 State _____ Plate # _____ Make & Model _____ Space # _____

Lessee #2 State _____ Plate # _____ Make & Model _____ Space # _____

Lessee #3 State _____ Plate # _____ Make & Model _____ Space # _____

- 16) SNOW REMOVAL:** For each winter storm where more than two (2) inches of snow is expected, Lessees agrees to remove their vehicles from the parking lot BEFORE the start of the storm. This ensures the lot will be plowed completely and efficiently after each storm.
- 17) RENEWING THE LEASE:** Lessor (or agent) will provide next year's lease terms on or before Dec 1. Lessee(s) agree to provide written notice to Lessor (or Agent) no later than December 10 indicating their preference to renew the lease at next year's terms or vacate the unit. If no response is received, it is assumed there is no intention to renew, and the unit will be made available for rent and shown to potential future tenants. Please note, showing the entire unit is allowed with 24-hour notice. Best efforts will be made to minimize disruptions and provide more than 24 hours' notice.
- 18) NOTICES:** Any email address or cell phone numbers provided herein are deemed acceptable for delivering and receiving written notices.
- 19) UNIT ACCESS:** 24-hour notice to Lessee(s) will be given for right of entry, unless there is an emergency or requested maintenance activity from Lessee(s), which requires immediate access.
- 20) KEYS & LOCKS:** All keys (entry/unit) must be returned on or before expiration of the lease at a time and location acknowledged by Lessor (or Agent) in writing. Copying and/or keeping keys will result in a \$500 deduction to your security deposit to rekey the unit and common areas. Lessee(s) may request Lessor to change their unit locks upon move-in at Lessee's expense. Lessee(s) are prohibited from changing door hardware, locks, cylinders, etc. on any doors in the building. Lessee(s) may not add any mechanisms to any doors in the building that would otherwise prohibit access by Lessor (or Agent). If Lessee(s) have concerns about physical security, please contact Property Management.
- 21) LOCKOUTS:** Lockout service is not provided. If Lessee(s) become locked out of the premises and cannot gain access via the Property Manager, Lessee(s) will be required to secure a private locksmith to regain entry at Lessee's sole expense. Any damage caused by lockout services will result in a deduction from your security deposit. Lessee(s) are not allowed to make key copies or store any building/unit keys in any kind of lockbox or hide-a-key anywhere on the property.

- 22) RENTER'S INSURANCE:** Every Lessee(s) is **REQUIRED** to obtain renter's insurance at the appropriate coverages and amounts as recommended by an insurance professional and provide proof of insurance to Lessor (or agent) prior to the START of the lease term. At a minimum, the renter's insurance policy must cover the Lessee's: (a) personal property; (b) liability to others if found responsible for someone else's injury or damage to someone else's property; (c) relocation and temporary housing costs should the Premises become uninhabitable (fire, flood, etc.). The Lessor's insurance policy **DOES NOT** cover the items noted above. The Lessor and the Lessor's agents/contractors/etc. are not liable for any costs, actual or estimated, that would be covered under a renter's insurance policy with adequate coverages and amounts specific to each Lessee's needs, as recommended by an insurance professional.
- 23) LATE PAYMENTS/EVICTIONS:** Rent for each month is due on or before the first day of the month. Rent payments not received after TEN (10) days due, will incur a late payment fee in the amount of **\$100.00**, due to Lessor. Additionally, any rent payments past forty-five (45) days due will accumulate interest at the rate of 1.5% per thirty days, due to Lessor. However, the eviction process may commence any time after rent is more than one day late, at the discretion of the Lessor. No exceptions shall be given for any reason under any circumstance unless authorized in writing by the Lessor. Any late fees not paid will be deducted from tenant's security deposit.
- 24) TAX REPORTING:** Lessee(s) agree to provide a completed and signed W-9 so Lessor/Agent can open a security deposit account and perform any year-end tax reporting required by state and federal laws.
- 25) UTILITIES:** Lessee(s) agree to take ownership of all Lessee-paid utilities, for the full duration of the lease, and pay all bills in full each month. Lessor is not responsible for utilities being shut off or disconnected if Lessee fails to pay. Lessee(s) are responsible for all damages and costs resulting from utilities turned off due to overdue accounts or accounts not established.
- 26) SECURITY DEPOSIT AS LAST MONTH RENT:** The security deposit will not be used as last month's rent.
- 27) SMOKE & CARBON DETECTORS/FIRE EXTINGUISHERS/FIRE ALARM:** Tampering with smoke and/or carbon monoxide detectors or fire extinguishers is a violation of MGL 148 Section 27A and will result in a \$500 life safety system violation fee due within 14 days as well as a minimum \$1,000 fine from the Town of Bridgewater as well as potential criminal charges and jail time.
- Tampering with the fire alarm system or causing a false alarm is a violation of MGL 268 Section 32 and will result in a \$500 life safety system violation fee due within 14 days as well as a minimum \$1,000 fine from the Town of Bridgewater as well as potential criminal charges and jail time.
- 28) SUBLETTING:** Subletting is not permitted without written permission and is considered on a case-by-case basis. The penalty for breaking the lease early is ½ month's rent. Tenants will be responsible for paying the remainder of the rent until a new lease has been signed and approved.
- 29) BOUNCED CHECKS:** Any rent payment returned for insufficient funds will be required to add a \$50 NSF fee to the then-due rent payment.

30) MISCELLANEOUS:

Waterbeds are not permitted.

Lessee(s) agree to close windows and/or exterior doors during inclement weather and agrees to be responsible for any damage caused by rain, hail, snow, wind or any other weather-related damage to the interior of the building reasonably preventable if windows and/or exterior doors were closed.

Lessee(s) agree to notify Lessor (or Agent) if all Lessee(s) will be absent from the premises for more than five (5) consecutive days. Lessee(s) further agree to permit Lessor/Agent/Property Management to access their unit to check for open windows, doors, running water, leaking fixtures, or any condition that could impact the security and/or habitability of the unit, building, or could cause financial loss to the Lessor.

Lessee(s) agree to permit Lessor/Agent/Property Management access to their unit once every 90 days for the purpose of ensuring compliance with the terms of the lease and addendum as well as to check appliances, faucets, smoke detectors, replace HVAC filters, etc.

31) GUESTS/VISITORS: Up to four (4) guests are permitted in the unit at a time. Guest limit is per apartment and not per Lessee. See PARKING paragraph for guest parking terms.

32) LAST MONTH'S RENT: Lessee(s) agree that the last month's rent will not be pro-rated.

33) LAST MONTH'S RENT CREDIT: If your lease ends on the 25th of the month, you will receive a credit back for 5 days of rent when your security deposit is returned after the end of the lease.

34) SECURITY DEPOSIT ACCOUNT /AMOUNTS: Regardless of what portion of rent you pay individually; the security deposit amount (one full month) is to be split evenly so that there are no uneven distributions at the end of the lease.

By signing below, all parties agree to the entirety of the lease addendum.

LESSEE(S):

Signature

Date

Signature

Date

Signature

Date

Signature

Date

Signature

Date

Signature

Date

**LESSOR:
(or agent)**

Signature

Date

WEST POINT REALTY DEVELOPMENT LLC
POTENTIAL SECURITY DEPOSIT DEDUCTION ADDENDUM

In addition to maintaining the leased premises in good condition and repair, Lessee(s) shall leave all appliances, fixtures, flooring, walls, ceilings, doors and windows in good, clean, undamaged, and rentable order and condition, and shall remove all trash upon vacating. If the premises including its appliances, fixtures, property, or existing structure should be in any way damaged by the Lessee's negligence or willful act or that of his employee, family, agent, or visitor than they will be solely responsible for all costs associated with restoring all damaged property to its pre-rental condition, along with any and all costs incurred to the Lessor to repair, rebuild, or replace any and all of the damaged property. If Lessee fails to complete the foregoing, the following MINIMUM charges will be deducted from Lessee's security deposit:

Clean Range/Oven/Microwave/Fridge	\$ 75.00 each appliance
Clean Bathroom	\$ 150.00
Trash Removal	\$ 100.00
Keys not Returned by Last Day of Lease	\$ 500.00
Floors Damaged (beyond wear & tear)	Pro-Rated per Damage
Lockout	Locksmith Cost (typically \$200)
Clogged Drain	Unclog Cost (typically \$100-\$200)
Window Screens Damaged/Missing	\$ 75.00 per screen
Damage to walls or ceilings	Pro-Rated per Damage
Repaint (beyond wear & tear)	Pro-Rated per Damage
Repairs not noted above	Pro-Rated per Damage
Smoke/Incent/Candle Odors	Full Security Deposit
Broken/missing/tampered smoke detector	\$ 500.00 per detector
Any damage not noted above	Pro-Rated per Damage
Bulk Furniture Removal	\$500

These are minimum deductions and do not apply for reasonable wear and tear. Lessor (or agent) will perform a pre-move out inspection to point out any potential deductions 2-4 weeks prior to end of lease term, so there is an opportunity to remedy any issues and minimize or prevent any deductions.

LESSEE(S):

Signature Date

Signature Date

Signature Date

LESSOR:
(or agent)

Signature Date